



**Montana Fish,
Wildlife & Parks**

**STATE OF MONTANA
INVITATION FOR BID (IFB)
(THIS IS NOT AN ORDER)**

IFB Number:
090061

IFB Title:
LATRINES

IFB Due Date and Time:
THURSDAY, SEPTEMBER 11, 2008
2 p.m., Local Time

Number of Pages: 1-12

ISSUING AGENCY INFORMATION

Procurement Officer:
Rick Dorvall

Issue Date:
8/27/08

Montana Fish, Wildlife and Parks
Purchasing
930 Custer Ave. West
P.O. Box 200701
Helena, MT 59620-0701

Phone: (406) 495-3249
Fax: (406) 495-3253
TTY Users, Dial 711

Website: <http://fwp.mt.gov/>

INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW AND
RETURN THIS PAGE WITH YOUR BID AND
ANY REQUIRED DOCUMENTS TO THE
ADDRESS LISTED ABOVE UNDER "ISSUING
AGENCY INFORMATION."**

Mark Face of Envelope/Package:

IFB Number: 090061
IFB Due Date: 9/11/08

Special Instructions:

BIDDERS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days

Delivery Date:

Bidder Name/Address:

Authorized Bidder Signatory:

(Please print name and sign in ink)

Bidder Phone Number:

Bidder FAX Number:

Bidder E-mail Address:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

CONTRACTOR WITHHOLDING – FOR CONSTRUCTION: Section 15-50-206, MCA, requires the state agency or department for whom a public works construction contract over \$5,000 is being performed, to withhold 1 percent of all payments and to transmit such monies to the Department of Revenue.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a contractor/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the contractor/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or

country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

Revised 11/06

Qty: Five (5) each Latrines per specification:

DELIVERY LOCATIONS:

- F.O.B. LOWER FLATHEAD FISHING ACCESS SITE
LOCATED ON MT HWY 200, 4 MILES E. OF PARADISE, MT 59856
(ONE LATRINE DELIVERED TO THIS LOCATION)**
- F.O.B. ELMO FISHING ACCESS SITE
LOCATED ON HWY 93 APPROXIMATELY 26 MILES SOUTH OF KALISPELL
ON THE WEST SHORE OF FLATHEAD LAKE NEAR ROLLINS, MT 59931
(ONE LATRINE DELIVERED TO THIS LOCATION)**
- F.O.B. HARLOWTON FISHING ACCESS SITE
LOCATED ON HWY 191, 0.5 MILES SOUTH OF HARLOWTON, MT 59036
(ONE LATRINE DELIVERED TO THIS LOCATION)**
- F.O.B. FOUR CORNERS FISHING ACCESS SITE
LOCATED ON MT HWY 346, 3 MILES EAST OF MANHATTAN, MT 59741
(ONE LATRINE DELIVERED TO THIS LOCATION)**
- F.O.B. SPORTSMANS PARK FISHING ACCESS SITE
LOCATED ON HWY 43, 14 MILES WEST OF WISE RIVER, MT 59762
(ONE LATRINE DELIVERED TO THIS LOCATION)**

General Description – This specification covers the construction and delivery of precast concrete single vault unisex latrines for general public use at Montana Fish, Wildlife & Parks facilities. These latrines shall meet the minimum requirements, material specifications and design criteria detailed herein. This bid, if awarded shall be made on an all-or-none basis. Price bid must be all-inclusive of the cost of the latrines, plus delivery to the locations listed above. FWP will have site prepared for installation. Vendor will have to set latrines into holes prepared. FWP will back fill and finish site.

Floor Plan – Inside dimensions shall meet the requirements of the American with Disabilities Act Accessibility Guidelines (ADAAG). Prior to construction, a submittal is required to demonstrate this requirement is met.

Design Criteria –The design shall be performed under the supervision of a professional engineer registered in the state of Montana. Calculations and stamped drawings shall be submitted to Montana Fish, Wildlife & Parks. The vault latrines shall be designed to meet the following criteria:

- U.S. Forest Service Sweet Smelling Technology – Publication no. 9123 1601
- Zone 4 earthquake loading
- Americans with Disabilities Act (ADA) requirements for floor plan, hardware and signing
- Resist a Snow load of 250 lb/s.f.
- Resist a sustained Wind load of 120 MPH and a 3 second gust of 180 MPH, Exposure C
- Floor slab shall resist all dead loads and a 250 lb/s.f. live load
- Minimum vault capacity shall be 1200 gallons with exterior floor slab clean out
- Roof shall be sloped from front to back and shall have a minimum eave of 12 inches around the entire perimeter
- An exterior concrete sidewalk slab, placed in front of the door, shall be a minimum of 48 inches by 72 inches wide and a minimum of 4 inches thick
- An exterior clean-out of a minimum size of 24 inches by 18 inches, located in an exterior slab.

Materials and Products – A description of all materials and products used in the unit and a submittal for approval shall be prepared and turned in to the Montana Fish, Wildlife & Parks. At a minimum, the following requirements will be evaluated for compliance and approval prior to contract award.

A. Finishes

Types

Interior Concrete Surfaces

Interior painting shall be an industrial acrylic latex paint such as Acry-Shield Gloss Enamel manufactured by Columbia Paint or an approved equal. Color Samples to be made available to Montana Fish, Wildlife & Parks for final selection. In order to be considered for an approved equal product, the paint shall meet the following requirements:

Vehicle: Styrene-Acrylic

Finish/Sheen: Gloss / 65-75 @ 60 degrees; 80-90 @ 85 degrees

Solids: By Volume 32-34% or by weight 43-45%

VOC: 222 grams per liter

Flash point: greater than 200 degrees F

Viscosity: 95-105 KU

Provider shall follow all paint manufacturer's recommendations for application.

As an alternative, the provider of the latrine may substitute another paint or coating system and shall warranty the paint or coating system for normal wear and maintenance for a period of no less than one year after delivery.

Floor shall have a non-slip surface and be able to accommodate standard custodial practices. The non-slip surface may be achieved by adding silica sand to the paint or having a textured finish on the concrete.

Interior and Exterior Metal Surfaces

Paint system shall consist of one coat of primer and two coats of semi-gloss alkyd enamel applied in accordance with the manufacturer's recommendations. Color samples to be made available to Montana Fish, Wildlife & Parks for final selection. As an alternative to painting the window frames, door frames and hatch covers, the supplier may use an approved powder coating.

Final assembly shall produce walls, ceilings, floors and joints that are flush and shall not have grooves, niches, gaps or major voids. This is to eliminate potential insect and spider habitat.

Exterior concrete surfaces

Exterior slab and roof will be non-gloss clear sealer (Fosroc Preco, Nitocote RS 560 or approved equal).

Exterior exposed aggregate areas require a transparent, non-yellowing methyl methacrylate resin sealer, minimum 20% solids, for weatherproofing and shall have a low luster finish. Two coats (Fosroc Preco, Mitocote AR 500 or approved equal).

B. Toilet riser

Riser shall be a seamless design using a cross-linked polyethylene material, complete with molded plastic heavy duty open front seat and cover assembly. It shall be designed for an airtight stable fit in the concrete floor slab. It shall be white in color.

The height of the top of the closed riser, seat and cover shall be between 17 and 19 inches without the use of shims, spacers or other devices.

Silicone caulk shall be applied between the riser and concrete floor slab before it is installed. A bead of silicone caulk shall be applied to the joint of the riser and floor after it is placed in the floor slab.

C. Grab Bars

Grab Bars shall be stainless steel and 1-1/2 inch outside diameter, with a 1-1/2 inch clearance between the bar and wall when mounted. This clearance shall not deviate more than 1/8 of an inch along the length of the grab bar. Grab bars and mounting shall be able to withstand a minimum of 300 pounds force of top loading and 300 pounds of horizontal pull out load. Cast-in-place inserts shall be used to mount and anchor grab bars.

Mounting screws will be concealed to prevent removal and vandalism. The bar lengths and locations shall be in accordance to the ADAAG standards.

D. Toilet Paper Dispenser

The dispenser shall be constructed of at least 1/4 inch steel with a rust proof finish and shall be able to hold three standard rolls of toilet paper. It shall be equipped with a friction device to reduce waste. The unit shall simulate a slide bar type device where the bar can be easily removed to install a paper and shall have a 3/8 inch hole to accommodate a standard pad lock. Mounting shall be able to withstand a minimum of 300 pounds force of top loading and 300 pounds of horizontal pull out load. Cast-in-place inserts shall be used to mount and anchor grab bars.

Mounting screws will be concealed to prevent removal and vandalism. The location shall be in accordance to the ADAAG standards.

E. Steel Doors and Frames

Doors shall be flush panel type, 1-3/4 inches thick and a minimum of 18 gauge prime coated steel panels and a minimum of 16 gauge internal bracing channels with a fiberglass insulation core.

Door frames shall be knockdown or welded type, single rabbet, minimum 16 gauge prime coated steel width to be compatible with wall thickness. Adequate rubber door silencers shall be provided on latch side of frame.

F. Door Hinges

Door hinges shall be 3 per door, with adjustable tension, 4-1/2 inches by 4-1/2 inches size and shall be automatic closing. Opening and closing force on the door shall meet ADAAG maximum of 5 pounds force. The finish on the hinges shall be compatible with the door handles.

G. Lockset

Lockset shall be a passage type lock with both levers always unlocked. The handles shall meet ADAAG specifications. An ADA approved privacy latch is required separate from the handle, which shall have exterior emergency opening capabilities.

- i. The inside and outside lever handles shall be 5 inches in length.
- ii. Finish shall be U.S. 26D or 32D finish.
- iii. Provide Best lockset

- iv. Provide a National 151-118 Series B-832 slide bar with a 3/8 inch hole drilled in the bar for a standard pad lock. Slide bar shall be mounted on the exterior with a 1/4 inch steel pop rivets approximately 6 feet above finished floor.

H. Door Louver

Door louvers shall have a security grille to protect louvers from vandalism. Louver shall be fixed, inverted split Y, non-vision, 18 gauge cold rolled steel with a factory prime coat. Louver shall have an insect screen installed between louvers. Security grille shall be 16 gauge cold rolled steel. The bottom of the louver shall be within 3 to 6 inches of the bottom of the door.

I. Door Stop

A durable bumper shall be placed on the wall or door to prevent damage to the exposed aggregate siding. It shall have a metal base and be a concave shape. Montana Fish, Wildlife & Parks will not allow ground mounted stops due to the potential for tripping hazards.

J. Double Coat Hook

Coat hooks shall be installed on the door interior and be constructed of solid brass with a brushed chrome finish and have tamper proof mounting hardware. Hooks shall not extend more than 2 inches from the surface of the door.

K. Door Sweep

Door sweep shall be provided at the bottom of the door and shall be an adjustable brush type.

L. Windows and Exterior Vault Clean Out Cover

Windows and clean out cover frames shall be constructed from steel and painted per these specifications.

Window glazing will be 1/4 inch thick clear polycarbonate pebble finish and shall be secured to frame with tamper proof bolts.

The plate for the exterior vault clean out cover shall be a minimum of 1/4 inch thick steel. The lid shall be hinged and configured so that it can be locked with a standard pad lock. The cover, hinges and locking device shall be painted in accordance with this specification. A neoprene gasket shall be provided around the entire perimeter of the lid to provide an airtight seal. The gasket shall be secured to either the steel cover or concrete vault to prevent it from being displaced.

M. Standard Concrete Vault and Coating

The vault shall be constructed of precast reinforced concrete and be delivered as an entire unit. The vault shall be a minimum of 1200 gallons and coated with XYPEX or approved equal treatment. Treatment shall provide waterproofing and be resistant protect the concrete from corrosion and shall be free from VOC. Coating shall be applied in accordance with manufacturer's recommendations.

The concrete vault shall be of sufficient wall thickness and strength to resist loads from the latrine super structure, hydrostatic forces, lateral soil loads and shall also resist uplift from groundwater.

N. Exhaust Pipe and Installation

The exhaust pipe shall be Polyethylene (PE) plastic pipe, 12 inch nominal size diameter with a minimum wall thickness of 0.392 inch. It shall be black with a minimum of 2% carbon black and UV stabilized.

After exhaust pipe is installed, it shall be sealed with silicone caulk at all openings through concrete vault and roof.

O. Interior Floor Features

The floor shall have an adequate slope to provide drainage toward and through the door opening to facilitate cleaning and maintenance. The slope shall not exceed 1.5 %. In order to achieve this slope, the floor shall be formed and poured monolithically.

The floor to wall joint shall be a grouted, curved transition to facilitate cleaning and maintenance.

The opening for the riser shall be sized to fit the riser with a minimum gap and shall provide a snug fit to prevent rocking or other movement of the riser.

P. Signage

An interior sign stating the following shall be placed in the interior of the unit:

“Please do not place trash in the toilet. It is extremely difficult and expensive to remove. Thank you.” The sign layout, location and mounting shall be coordinated with Montana Fish, Wildlife & Parks. The sign location shall have a recessed wall area with beveled edges and the sign shall be mounted with tamper proof mechanical fasteners to resist vandalism. Alternative methods for mounting may be proposed, and will be evaluated based on resistance to tampering, theft and vandalism.

Exterior signage is required to denote Unisex and Accessibility. The signs and symbols will be coordinated with Montana Fish, Wildlife & Parks. The sign location shall have a recessed wall area with beveled edges and the sign shall be mounted with tamper proof mechanical fasteners to resist vandalism. Alternative methods for mounting may be proposed, and will be evaluated based on resistance to tampering, theft and vandalism.

Q. Samples and Submittals

After the bids are opened, the apparent low bidder will be required to submit a document that demonstrates that the latrines meet the listed salient requirements of these specifications. At a minimum, the submittal shall consist of the following categories:

- Floor plan with gross dimensions
- Elevations
- Interior and exterior paint for concrete and steel
- Caulking
- Toilet riser
- Grab bars
- Toilet paper dispenser
- Steel doors and frames
- Door hinges
- Lockset
- Door louver
- Doorstop

- Double coat hook
- Door sweep
- Windows
- Vault clean out cover
- Vault size and coating
- Exhaust pipe
- Signage

After contract award, the provider shall submit a quality control plan that will detail, at a minimum, detailed plans, concrete mix design, concrete forming and placement, steel placement and welding, paint application, powder coat application, final assembly and handling and transport procedures and recommended maintenance practices. List all standards and testing that will be performed. Copies of test results shall be submitted to Montana Fish, Wildlife & Parks.

The recommended maintenance practices manual shall contain, at a minimum, the following items.

- General information on maintenance practices and intervals,
- Sources for replacement parts,
- Care and cleaning of painted surfaces,
- Paint and caulk repair,
- Concrete crack repair,
- Tools and techniques for repair/replacement for vandal proof hardware.

R. Delivery

The provider of the latrine shall be responsible for; loading, transportation, unloading and installation at each designated site and for compliance to the Montana Department of Transportation Load and Speed Limit Policy. Sites are listed in this proposal and additional sites may be determined through out the duration of the contract. The Montana Fish, Wildlife & Parks will provide local permits, site directions, excavation, leveling and backfill and will clear or designate overhead and underground obstructions. It shall be the responsibility of the latrine provider to deliver and place the latrines to the prepared site.

If at the time of delivery, access conditions are hazardous or unsuitable for truck and equipment delivery due to weather, roadway constraints, alternative equipment for setting the latrine will be the responsibility of Montana Fish, Wildlife & Parks.

S. Payment

The Montana Fish, Wildlife & Parks will make payment for the agreed to unit price for each unit fabricated and ready for installation. Delivery shall be paid at the agreed to unit price for each unit delivered to its designated site.

QUOTE SECTION

COST PER EACH INCLUDING DELIVERY TO EACH SITE: \$_____

EXTENSION FOR (5): \$_____

Insurance Requirements:

General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the State's solicitation number. This insurance must be maintained for the duration of the contract. The State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the State Procurement Bureau with proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. (Mont. Code Ann. §§ 39-71-401, 39-71-405, and 39-71-417.) Neither the Contractor nor its employees are employees of the State. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446. Corporate officers must provide documentation of their exempt status.

IFB Checklist

Have you remembered to:

- Check our website for the latest addendum to the IFB
- Sign each "Acknowledgment of Addendum" if required
- Sign your bid on our cover sheet
- Mark your mailing envelope or box with the IFB number and the opening date under your return address
- Carefully review the "Standard Terms and Conditions"
- Carefully review all listed requirements to ensure compliance with the IFB
- Initial all bid/pricing changes you made
- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid